

MEMORANDUM OF AGREEMENT

Between

U.S. Department of Veterans Affairs, Veterans Health Administration

And

PsychArmor Institute, Inc.

I. PURPOSE:

This Memorandum of Agreement (hereinafter "MoA") is entered into between U.S. Department of Veterans Affairs, Veterans Health Administration (hereafter "VHA"), 810 Vermont Ave. NW Washington, DC 20420, and the PsychArmor Institute, Inc. (hereinafter "PsychArmor"), maintaining a principal place of operations at 11199 Sorrento Valley Road, Suite 203, San Diego, CA 92121 (collectively referred to as the "Parties"). This MoA sets forth an understanding through which the Parties will work in a mutually beneficial manner to advance and improve the quality of life for our Nation's Veterans.

II. BACKGROUND:

i. VHA:

The Department of Veterans Affairs (VA)'s mission is to fulfill President Lincoln's promise, "[t]o care for him who shall have borne the battle and for his widow, and his orphan" by serving and honoring the men and women who are America's Veterans in accordance with Federal law. One of VA Secretary Robert McDonald's key priorities includes enhancing strategic partnerships to better serve all Veterans and their families (not just those who are eligible for VA healthcare).

VHA is committed to providing Veterans opportunities for timely access to high quality, recovery-oriented, evidence-based mental health care that will improve Veterans' health outcomes. VHA is also committed to anticipating and responding to Veterans' reintegration needs and the needs of Veterans' families and the communities in which they reside. There are multiple VHA initiatives focused on community outreach, caregiver needs, evidence-based programs for families and voluntary service programs to support all Veterans and their families. Other programs are aimed at reducing barriers to seeking mental healthcare and promoting help-seeking behavior among Veterans and their families. VHA also invests heavily in training VA clinicians in evidence-based psychotherapies for mental health conditions common to the Veteran population and has successfully implemented the largest training program in a range of evidence-based psychotherapies across the enterprise. VHA is interested in exploring

collaborations with external partners in order to develop new initiatives and expand the reach and quality of existing complementary programs that are both internal and external to VHA as well as ensure the broadest possible dissemination of accumulating knowledge and best practices across public and private settings.

ii. PsychArmor Institute:

PsychArmor Institute provides innovative and informative educational experiences in support of interested non-military Americans, providing civilians with everything needed to work confidently and effectively with military and Veteran populations. PsychArmor Institute serves civilians in six "schools" employers, professionals, healthcare providers, volunteers, caregivers and families, and educators. PsychArmor Institute implements its proven model of sharing evidence based practices from subject matter experts with non-military individuals to more effectively reintegrate America's warriors back into the civilian community. This model is carried out through PsychArmor's established programs including its many online training courses, online community forums, and national call center.

III. RESPONSIBILITIES:

Veterans Health Administration

1. VHA and PsychArmor will collaborate to help both entities maximize the potential reach and impact of educational materials developed jointly and separately.
2. VHA will collaborate and consult regarding enhancements to VA's community educational materials that are of mutual interest to VA and PsychArmor for the duration of this Agreement term with regard to content related questions and updates.
3. VHA will consult regarding expertise needed related to educational materials, dissemination, and evaluation across large enterprises to enhance the Secretary of VA's ability to care for all Veterans and their families.
4. VHA will collaborate with PsychArmor to share best practices and share content relevant to serving Veterans such as (but not limited to) educational materials related to treatment, suicide prevention, caregiver support, readjustment, employment support, and military culture, etc. which will be used to jointly develop online educational courses for dissemination by both parties.
5. VHA will provide VHA-derived content developed for its own outreach, review, training and educational purposes to avoid duplicating PsychArmor's materials and to provide gap analysis materials to identify topics PsychArmor would not need to address necessarily. VHA will not otherwise be preparing such materials for PsychArmor.
6. VHA will nominate one representative to serve as a liaison to PsychArmor to help facilitate information sharing and subject matter expertise. This liaison will be available during PsychArmor Board of Directors meetings on a quarterly basis. Per VA policy the VHA Liaison serving in official capacity will not engage in the following activities on behalf of PsychArmor: lobbying, fundraising, financial or personnel decisions, and communications or appearances before a Federal agency or

court on behalf of PsychArmor. The VHA employee, liaising with PsychArmor while on official duty as a Government employee, will remain subject at all times to the laws and rules of Government Ethics and will act for and in the best interests of VA and the United States.

7. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

PsychArmor Institute:

1. PsychArmor and VHA will collaborate to help both entities maximize the potential reach and impact of educational materials developed jointly and separately.
2. PsychArmor will utilize the substantive content provided by VHA in creating educational online courses to be shared, at no cost to anyone.
3. PsychArmor will seek review and clearance from VHA subject matter experts for courses and other educational products that use content developed by VHA prior to the content being made available to the general public. It is understood by PsychArmor that the VHA developed content is "United States Government Work" as described in the U.S. Copyright Act. As such PsychArmor acknowledges that the VHA developed content is not subject to copyright protection in the U.S. PsychArmor shall include a notice with the published VHA developed content indicating that "This is a work of the U.S. Government and is not subject to copyright protection in the United States. Foreign copyrights may apply."
4. PsychArmor will seek guidance from a VHA recommended liaison. The VA Liaison will participate in board meetings on a quarterly basis and assist PsychArmor with navigating VHA subject matter expertise. This liaison will be selected by VHA and approved by PsychArmor Board of Directors.
5. PsychArmor shall defend, indemnify, and hold harmless VA and VA Employees from all liabilities, claims, and suits for personal injury, loss, or death arising from this Memorandum of Agreement.

IV. OBJECTIVES:

To work in a mutually beneficial manner to expand the reach of complementary VHA and PsychArmor educational resources that are available to community members who are pursuing educational opportunities to better support Veterans and their families. To take a collaborative and strategic approach in order to maximize the potential impact of educational materials developed jointly and separately. To provide complementary educational resources developed by VHA and PsychArmor subject matter experts in order to better inform subscribers to PsychArmor and utilizers of VHA educational resources, so they are better able to serve and support Veterans and their families.

V. PERFORMANCE:

Together, VHA and PsychArmor seek to enhance services to Veterans and their families to create a more cohesive, informed, and effective community. The ability to quantitatively and qualitatively capture objective performance through metrics that demonstrate the impact of this partnership is critical. Therefore the Parties agree to use the following metrics to capture and record objective performance through related outcomes, outputs, measurables, and/or impacts, as appropriate, primarily in regard to the scope of the dissemination of materials and the satisfaction of consumers with the materials provided:

1. The number of times VHA and PsychArmor collaborated course content is accessed will be tracked by PsychArmor and shared with VHA on a quarterly basis.
2. The number of times Psych Armor referred community providers to the VA resources such as (but not limited to) National Center for PTSD Consultation Program, the VHA Mental Health Community Provider Toolkit, Coaching into Care Program, Caregiver Support Program.
3. Participant satisfaction with VHA and PsychArmor collaborated course content will be tracked by survey developed by PsychArmor and shared with VHA on a quarterly basis.

VI. POINTS OF CONTACT:

Veterans Health Administration

PsychArmor Institute, Inc.

Marsden McGuire, MD,
810 Vermont Ave. (10P4M)
Washington, DC 20420
PH: (202) 461-4161
Email:
Marsden.McGuire@va.gov

Marjorie Morrison, CEO
11199 Sorrento Valley Road, Suite 203
San Diego, CA 92121
PH: 858-755-3006
Email: Marjorie@psycharmor.org

VII. TERMS AND CONDITIONS:

(a) PsychArmor will not use this MoA to sell or promote any products or services. All products or services containing VA content will be offered at no cost to the consumer.

(b) PsychArmor will not use the name of VA or any of its components, except where necessary to fulfill its responsibilities under Section III above, and except in factual publicity and with prior approval of VA. Factual publicity includes announcements of dates, times, locations, purposes, agendas, speakers, and fees, if any, involved with activities or events. Such factual publicity shall not imply that the involvement of VA serves as an endorsement of the general policies, activities, or products of PsychArmor. Where the publicity, or other materials references VA, a disclaimer will accompany publicity, or materials, to the effect that no VA endorsement is intended. PsychArmor may use VA's logo, seals, flags, and other symbols only pursuant to a written determination by VA that the proposed use by PsychArmor advances the aims, purposes and mission of VA. VA approval of any publicity is not

guaranteed.

(c) VA has no ownership interests in PsychArmor or PsychArmor names, logos, and/or trademarks (hereinafter the "Marks"). Use of the PsychArmor Marks by VA requires prior written approval of PsychArmor.

(d) This Agreement is not intended to be an exclusive arrangement. The relationship established in this Agreement in no way limits VA or PsychArmor from establishing similar relationships with any other entity.

(e) This Agreement does not represent any endorsement by VA of the general policies, activities, or products of the PsychArmor. Use of VA seal requires additional agreement and permissions.

(f) Any publicity released by either Party concerning this MoA, the services or supports provided within, or any resulting outcomes, will be subject to prior approval of the other Party.

(g) This MoA may not be assigned or otherwise transferred by any Party, in whole or in part, without the expressed prior written consent of the other Party, which shall not be unreasonably withheld.

(h) The Parties shall, to the extent practicable, resolve any disputes under this MOU at the lowest administrative level possible. All disputes shall be submitted in writing to the other party. Final disposition of the dispute lies within the authority of the signatories to this MOU or their designee, with the exception of disputes falling under the purview of the Federal Tort Claims Act, which require administrative adjudication pursuant to 28 U.S.C. §§ 2672, 2675.

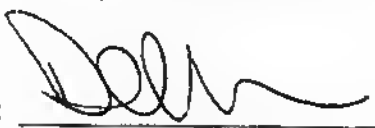
(i) Should this MOU lead to a formal contractual-type of agreement, the parties will negotiate and memorialize such General Terms & Conditions in a formal document, including, but not limited to a period of performance, funding issues, and liability matters. Neither party may commit the other to any transfer of funds under this MoA absent a formally negotiated agreement.

VIII. AMENDMENT, DURATION, REVIEW, AND TERMINATION:

This agreement is effective when signed by both parties and will remain in effect until terminated by either party or three (3) years from the date of execution, whichever comes first. This agreement may be amended only by written agreement of both Parties. This agreement will be reviewed annually for compliance and effectiveness. Either party may terminate this agreement upon written notice to the other party not less than thirty (30) days before the proposed termination date. The requirement for thirty (30) days' notice may be waived by mutual written consent of both parties. Amendments must be bilaterally executed in writing, signed by authorized representatives of both agencies. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.


IX. APPROVALS:

Department of Veterans Affairs

By: 
David J. Shulkin, M.D.
Under Secretary for Health
Department of Veterans Affairs

Date: 11/23/16

PsychArmor Institute

By: 
Marjorie Morrison
CEO, Founder
PsychArmor Institute

Date: 11.28.16